

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
(NEW ALBANY DIVISION)

MARGARET HINTON
5292 Sanibel Vis
Jeffersonville, Indiana 47130

PLAINTIFF

Case No. _____

Judge _____

v.

EQUIFAX INFORMATION SERVICES, LLC
1550 Peachtree Street, N.W.
Atlanta, Georgia 30309

DEFENDANT

SERVE: c/o Corporation Service Company
135 North Pennsylvania Street, Suite 1610
Indianapolis, Indiana 46204
(BY CERTIFIED MAIL)

** ** *

VERIFIED COMPLAINT

Comes now Plaintiff, Margaret Hinton, and for her Verified Complaint against the Defendant, Equifax Information Services, LLC ("Equifax") states as follows:

I. PRELIMINARY STATEMENT

1. This is an action for violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681 et seq., arising out Equifax's failure to investigate Plaintiff's disputes regarding an alleged collection account and Equifax's consequent failure to amend Plaintiff's credit report.

II. PARTIES

2. Plaintiff, Margaret Hinton, is currently and was at all relevant times a citizen of the State of Indiana residing at 5292 Sanibel Vis, Jeffersonville, Indiana 47130.

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PLAINTIFF

Case No. _____

Judge: _____

v.

EQUIFAX INFORMATION SERVICES, LLC
1550 Peachtree Street, N.W.
Atlanta, Georgia 30309

DEFENDANT

SERVE: CSC-Lawyers Incorporating Service Co.
421 W. Main Street
Frankfort, Kentucky 40601
(BY CERTIFIED MAIL)

** ** *

VERIFIED COMPLAINT

Comes now Plaintiff, Margaret Hinton, and for her Verified Complaint against the Defendant, Equifax Information Services, LLC ("Equifax") states as follows:

I. PRELIMINARY STATEMENT

1. This is an action for violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681 et seq., arising out of Equifax's failure to investigate Plaintiff's disputes regarding an alleged collection account and Equifax's consequent failure to amend Plaintiff's credit report.

II. PARTIES

2. Plaintiff, Margaret Hinton, is currently and was at all relevant times a citizen of the State of Indiana residing at 5292 Sanibel Vis, Jeffersonville, Indiana 47130.

3. Plaintiff is a “consumer” as that term is defined by the FCRA, 15 U.S.C. §1681a(c).

4. Defendant, Equifax, is a corporation organized under the laws of the State of Georgia with its principal place of business located at 1550 Peachtree Street N.W., Atlanta, Georgia 30309.

5. Equifax is a consumer reporting agency that “compiles and maintains files on consumers on a nationwide basis” as that term is defined by the FCRA, 15 U.S.C. §1681a(o).

6. Equifax is regularly engaged in the business of assembling, evaluating and dispensing information concerning consumers for the purpose of furnishing “consumer reports,” as that term is defined at 15 U.S.C. §1681a(d), to third parties.

III. JURISDICTION

7. This Court has jurisdiction over this action: (1) pursuant to the FCRA, 15 U.S.C. §1681(p); (2) pursuant to 28 U.S.C. §1331; and (3) because the transactions and occurrences giving rise to this action occurred in Clark County, Indiana as a result of the Defendant doing business in Clark County, Indiana.

IV. FACTUAL BACKGROUND

8. In or around May 2019, Plaintiff, who was in the process of attempting to secure mortgage financing, accessed her Equifax credit report and discovered her Discover Financial Servicing tradeline showing alleged collections.

9. Immediately upon discovery of the tradeline, Plaintiff disputed the tradeline with Equifax. Specifically, Plaintiff disputed Discover Financial (\$1000 Credit Limit Opened 8-4-2013) and requested that Equifax investigate and delete the alleged collection account on Plaintiff's credit report.

10. In or around June 2019, Equifax, despite Plaintiff's dispute of the foregoing

tradeline, failed to investigate the tradeline and, consequently, failed to delete or amend the alleged subject tradeline.

11. Equifax's failure to investigate Plaintiff's dispute and its failure to delete and/or amend its reporting of the subject tradeline has damaged Plaintiff in that Plaintiff has been denied credit and/or has been forced to pay a high rate of interest for credit due to Equifax's failure to properly investigate Plaintiff's disputes and to delete or amend its reporting of the subject tradeline.

V. CLAIMS

Negligent Violation of the Fair Credit Reporting Act

12. Plaintiff hereby adopts and incorporates the allegations contained in Paragraphs 1 through 11 as if fully set forth herein.

13. Equifax's failure to properly investigate the disputed item, its consequent failure to delete or amend its reporting of the disputed item, and its violation of 15 U.S.C. §1681i(a)(1)(A), are violations of Equifax's duty to ensure maximum possible accuracy of consumer reports under 15 U.S.C. §1681e(b) and Equifax's duties regarding investigation of disputed items under 15 U.S.C. §1681i.

14. Equifax's failure to properly investigate the disputed item and its consequent failure to delete or amend its reporting of the disputed item within a reasonable time following Equifax's receipt of Plaintiff dispute are violations of Equifax's duties regarding investigation of disputed items under 15 U.S.C. §1681i. Equifax's violations of the FCRA amount to negligent non-compliance with the FCRA as stated in 15 U.S.C. §1681o, for which Equifax is liable to Plaintiff for Plaintiff's actual damages, for statutory damages, and for Plaintiff's attorney's fees.

Willful Violation of the Fair Credit Reporting Act

15. Plaintiff hereby adopts and incorporates the allegations contained in Paragraphs 1 through 14 as if fully set forth herein.

16. Equifax's failure to properly investigate the disputed item, its consequent failure to delete or amend its reporting of the disputed item, and its violation of 15 U.S.C. §1681i(a)(1)(A) are willful violations of Equifax's duty to ensure maximum possible accuracy of consumer reports as stated in 15 U.S.C. §1681e(b) and Equifax's duties regarding investigation of disputed items under 15 U.S.C. §1681i.

17. Equifax's failure to properly investigate the disputed item, and its consequent failure to delete or amend its reporting of the disputed item within a reasonable time following Equifax's receipt of Plaintiff's dispute are willful violations of Equifax's duties regarding investigation of disputed items as stated in 15 U.S.C. §1681i.

18. Equifax's violations of the FCRA amount to willful non-compliance with the FCRA as stated in 15 U.S.C. §1681n for which Equifax is liable to Plaintiff for Plaintiff's actual damages, for statutory damages, for punitive damages and for Plaintiff's attorney's fees.

WHEREFORE, Plaintiff, Margaret Hinton, respectfully demands the following:

1. Trial by jury on all issues so triable;
2. Judgment against the Defendant for statutory, compensatory, consequential and punitive damages;
3. For attorneys' fees and costs; and,
4. Any and all other relief to which Plaintiff may appear to be entitled.

Respectfully submitted,

/David W. Hemminger

David W. Hemminger

HEMMINGER LAW OFFICE, PSC

311 Townepark Circle, Suite 100-C

Louisville, KY 40243

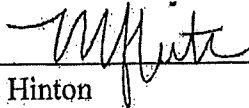
(502) 443-1060

hemmingerlawoffice@gmail.com

Counsel for Plaintiff

VERIFICATION

I, Margaret Hinton, hereby state that I have read the foregoing Verified Complaint and the statements contained therein are true and accurate to the best of my knowledge, information and belief.



Margaret Hinton

STATE OF INDIANA

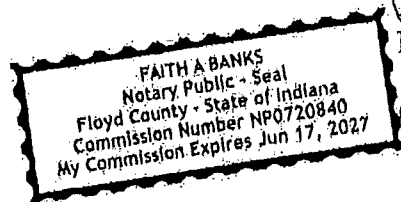
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COUNTY OF CLARK

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Subscribed, sworn to and acknowledged before me by Margaret Hinton this 11 day of October, 2019.





Notary Public

Commission expires: June 17, 2027